

SECURITY PLAN
Z.Z. & W., INC.
Trading As Aqua Restaurant & Bar
1818 New York Avenue, N.E., Washington, D.C.

Security Measures to be implemented at 1818 New York Avenue, N.E., Washington, D.C.

- Security
- The Owner will assign 8-10 ~~Special Operations Division~~ Officers to outside community patrol for all events. More will be hired as necessary.
 - The security officers will be employees of E & H Security Company, Inc., President, Mr. Eugene Winbush.
 - The Owner will provide surveillance equipment—cameras to monitor the outside of the establishment.
 - The Owner will provide regular cleanup of the alleyways and streets in the immediate vicinity.
 - The Owner will work with D.C. Metropolitan Police Officers from the 5th District.
 - In the event that street closure permits are obtained, the 5th District MPD shall be notified at least eight (8) hours prior to the street being closed.
 - There shall be a written agreement from the owner concerning paid police overtime for the 5th District to include the number of officers per event, if the Metropolitan Police Department is willing to enter into such Agreement.
 - The Owner will install additional lighting to illuminate street, steps, walkways, driveways and alleys surrounding 1818 New York Avenue, Northeast.

FACSIMILE

Name: Ms. Laura Byrd
Alcohol and Beverage Control Board
(202) 727-9685

From: Leslie Bournes
(202) 616-1867 Fax (202) 307-0098

Date: February 5, 2002

Subject: Voluntary Agreement for Z.Z.W., Inc Appl. 34787

Pages: 5(including cover page)

Attached is the Voluntary Agreement and Security Plan for the established named above.

If there are any questions, please feel free to contact me.

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**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Z.Z.W., Inc.

t/a Aqua Restaurant

Application for a Retailer's Class

CR License (new)

at premises

1818 New York Avenue, N.E.

Washington, D.C.

Application no. 34787- 02/018P

2003-35

Leslie Bournes, President, on behalf of the Gateway Community Association, Protestant

Eugene Wimbush, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy Moy, Member

Ellen Oppen-Weiner, Esquire, Member

Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The matter, having been protested, came before the Board on March 6, 2002 in accordance with the D.C. Official Code Title 25, Section 601 (2000 Edition). Leslie Bournes, President, on behalf of the Gateway Community Association, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. However, the Board revised the language in subparagraph 1 in the security plan. Reference to the phrase "Special Operations Division" was stricken and the phrase "security officers" was inserted to read as follows: "The owner will assign 8-10 security officers to outside community patrol for all events." Pursuant to the agreement, dated March 9, 2003, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's

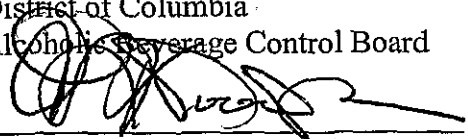
Z.Z.W., Inc.
t/a Aqua Restaurant
Case no. 34787-02/068P
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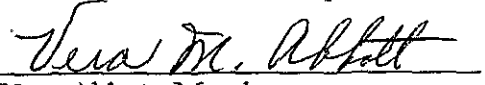
continuing compliance with the terms of the agreement.

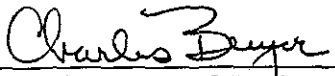
Accordingly, it is this 9th day of April 2003, **ORDERED** that:

1. The opposition of Leslie Bournes, President, on behalf of the Gateway Community Association, is **WITHDRAWN**;
2. The application of Z.Z.W., Inc. t/a Aqua Restaurant for a retailer's CR license (new) at 1818 New York Avenue, N.E., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement and the accompanying security plan as revised by the Board, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

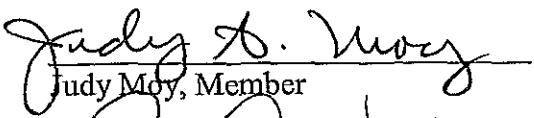
District of Columbia
Alcoholic Beverage Control Board



Roderic L. Woodson, Esquire, Chair

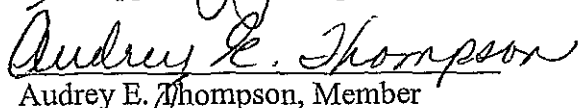

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

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**VOLUNTARY AGREEMENT
BETWEEN
GATEWAY COMMUNITY ASSOCIATION/
SOUTH CENTRAL COMMUNITY ASSOCIATION and Z.Z.W., Inc., TRADING
AS AQUA RESTAURANT and BAR**

THIS AGREEMENT is entered on the 2nd day of February 2002 by and between Z.Z.W., (hereinafter "Applicant"), proprietor of, Aqua Restaurant and Bar Retailers Class "CR" Application No. 34787, and the following entities: Gateway Community Association (hereinafter "Protestant") and South Central Community Association.

WHEREAS, Z.Z.W., Inc. desires to obtain authorization from the District of Columbia Alcoholic and Beverage Control Division to obtain a Retail Class CR License, Application No. 34787.

WHEREAS, Protestants seek to assure the Applicant's cooperation in the peace, order and tranquility in and around the Applicant's business premises, as well as protect pedestrian safety;

NOW, THEREFORE, the parties agree as follows:

1. **HOURS OF OPERATION.** The Applicant shall limit the hours of operation of the Establishment to no more than 10:00 a.m. - 2:00 a.m. Sunday through Thursday, 10:00 a.m. - 3:00 a.m. Friday and Saturday.
2. **MAINTENANCE OF PUBLIC AND PRIVATE SPACE.** The Applicant shall keep the Establishment, and the parking lot clean and neat at all times, and the curbs free of trash. There shall be regular trash pickups.
3. **LOITERING.** The Applicant shall aggressively discourage loitering in the vicinity of the property, including the parking lot, and shall contact police when loiterers refuse to leave.
4. **PATRONS.** The Applicant shall aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians and neighboring residents is compromised by practicing the following:
 - No patrons entering the Establishment intoxicated shall be served alcoholic beverages.
 - No patrons shall be served alcoholic beverages beyond the point of intoxication.
 - Applicant Z.Z.W., Inc., Aqua Restaurant and Bar will not serve as a venue for "Go-Go" Bands.

5. **SECURITY.** The Applicant shall provide security in the Establishment and in the parking area during the hours of operation. Applicant shall install additional lighting on the exterior of the building. A copy of the Security Plan is attached to this agreement.
6. **PARKING.** The Applicant has acquired a parking lot of approximately 200 spaces from the owner of the property for its patrons to ensure that residents are not adversely affected by the Aqua Restaurant & Bar activities.
7. **ILLEGAL ACTIVITIES AND PUBLIC NUISANCES.** The Applicant shall prohibit drug sale in and in front of the Establishment during business hours and/or while Applicant is present. The Applicant shall contact the police when known or suspected drug transactions occur. The Applicant shall cooperate with police in prosecuting all violations. The Applicant shall discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.
8. **NOISE LEVEL.** The Applicant has agreed to close the establishment 30 minutes before or after the other businesses in the surrounding areas to decrease the noise level. The Applicant has agreed to not have outside speakers on the said property. The Applicant has also agreed to adjust noise level inside the said property, in the event it affects the surrounding community.

The Applicant has agreed that no events will be held outside without prior approval of the Gateway Community Association and the South Central Community Association.
9. **COOPERATION WITH RESIDENTS.** The Applicant agrees to meet, once a quarter, with the Protestant to discuss any problems arising from the operation of the establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems and meet on an as needed basis if required.
10. **MONITORS.** The Applicant has agreed to allow designated Gateway and South Central Community Association leaders to visit the establishment on a monthly basis. The Applicant has agreed to submit a schedule of events on a monthly basis via email or by mail.
11. **CONDITIONS OF LIQUOR LICENSE.** The Applicant shall adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within fourteen (14) days, or repeated violation, shall be grounds to request the Alcohol and Beverage Control Board to bring a Show Cause action against the Applicant.

12. **NOTICES.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing to:
 Z.Z.W. Inc., Aqua Restaurant and Bar
 1818 New York Ave., N.E.
 Washington, D.C. 20018
13. **WITHDRAWAL OF PROTEST.** Upon execution of this Agreement, all Protestants withdraw their protest to the Application effective immediately.
14. **TRANSFERABILITY.** This Agreement between the parties shall not be transferable.

This Agreement shall take effect once all parties to the agreement have affixed their signatures below. The parties indicate their assent to this Agreement.

Leslie C. Bournes 2/2/02

Leslie C. Bournes Date
 President
 Gateway Community Association

Nicole Peters-Humes

Nicole Peters-Humes Date
 Vice, President
 Gateway Community Association

Earl Jones 2/02/02

Earl Jones Date
 President
 South Central Community Association

Darlene J. Nelson 2/2/02

Darlene J. Nelson Date
 Vice President
 South Central Community Association

Eugene Wimbush 2/2/02

Eugene Wimbush, President, Z.Z.W., Inc.
 and Applicant Date